

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 4

2. AMENDMENT/MODIFICATION NO.

P00143

3. EFFECTIVE DATE

SEE BLOCK 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE

SPACE AND NAVAL WARFARE SYSTEMS COMMAND
CONTRACTING OFFICER: 02-N DEBRA L. STREUFERT
2231 CRYSTAL DRIVE, SUITE 400
ARLINGTON, VA 22212-3721
PHONE: 703.685.5508

CATALOG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

ELECTRONIC DATA SYSTEMS CORPORATION
13600 EDS DRIVE
HERNDON, VA 20171
ATTN: NMCI CONTRACTS

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
N00024-00-D-6000

10B. DATED (SEE ITEM 11)

06 OCTOBER 2000

CODE 1U305

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR CLAUSE 52.212-4 (CHANGES)
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

THOMAS GOETZ, CONTRACTS MANAGER

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

DEBRA L. STREUFERT, CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY

8 DEC 04

BY

8 DEC 04

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

PREVIOUS EDITION UNUSABLE

The purpose of this Modification is to revise the CLIN 0023 catalog as follows:

1. Replace Part One, CLIN Descriptions, for Item 0023 (and 0123 if option is exercised) with the following:

"Item 0023 (and 0123 if option is exercised): Optional User Capabilities (commercial off the shelf (COTS) Catalog): These capabilities provide COTS software or hardware peripherals associated with data, voice, and video seats, to support requirements beyond the basic services. These services are available through a catalog whereby the services are priced as follows, which vary by complexity of the service:

Base Price (Months 1-3): Includes the Price of the Item, G&A and Installation, including shipping, of the item. The Installation charge varies by complexity and will be the amount set forth in the table below, according to complexity. G&A shall mean Contractor's "Cost of Revenues" divided by "Selling, General and Administrative Expenses", using the numbers stated in Contractor's most recent Annual Report.

Ongoing Monthly Service Price (MSP): Includes Maintenance, Help Desk Support, and Break-Fix or Replacement. The Ongoing MSP varies by complexity and will be a percent of the Price of the Item, set forth in the table below, according to complexity. The MSP will equal the applicable percentage times the Price of the Item and will be charged on a monthly basis. The MSP for each item commences in Month 1 and continues so long as the Task Order for such item exists in eMarketplace.

Installation and MSP Charges

Category	Value	Definition	Price	Frequency
Install Complexity	Low	< 1 hour	\$ 75 per install	One-Time
Install Complexity	Medium	> 1 hour and < 2 hours	\$ 150 per install	One-Time
Install Complexity	High	> 2 hours and < 4 hours	\$ 300 per install	One-Time
Monthly Service Price	Low	Low expected call volume and low complexity trouble shooting	3.0% of the Price of the Item	Monthly
Monthly Service Price	Medium	Low expected call volume and high complexity trouble shooting OR High expected call volume and low complexity trouble shooting	3.5% of the Price of the Item	Monthly
Monthly Service Price	High	High expected call volume and high complexity trouble shooting	4.0% of the Price of the Item	Monthly

The Contractor will maintain the catalog on its website. Items in the catalog will be managed based on a functional description of a capability and not a brand solution. The catalog will include hardware peripherals and software intended to be used with NMCI seats. Such items will have enterprise-wide applicability and be fully supported by the Contractor, including providing break-fix or replacement. Non-enterprise services, including individual, unique and/or specialty requirements, will be added to the catalog on a case-by-case basis. Formal contract modifications to add or delete services from this catalog will no longer be executed.

Items may also be acquired by the Government independently, however, such items will be subject to a certification charge(s) (if not already certified) and an ongoing uplift charge. The Contractor will maintain on its website the list of certified items. The Government will be responsible for any required maintenance, break-fix and/or replacement for any items independently acquired by the Government.

Attachment 12 – Exhibits A through D will remain in effect for renewal orders. Such Exhibits remain in effect for new orders until such time as the new catalog website is established. Changes will be made directly in NET and eMarketplace and published via the NET bulletin board and the Contractor's website.

Regardless of the Start Date set forth under the Task Order, the actual Start Date for performance and billing purposes will be the date the item was actually delivered to the user and was operational; provided that the actual start date is on or after the dated cited in the Task Order.

The parties agree to periodically review the catalog to (a) ensure the pricing model is being followed, (b) the pricing strategy remains adequate, and/or (c) suggest modifications to the current approach to maintaining the catalog. Such reviews shall occur at a minimum of once annually with additional reviews occurring on an as needed basis. Unless otherwise mutually agreed, there will not be a charge for certification for services the Contractor adds to the catalog.

The services provided under the catalog include non-level unit pricing (ie, the Base Price) under a waiver of FAR 17.106-3(g). For the purposes of Section 1.2.2 entitled "Equipment", if the Government chooses to purchase the equipment dedicated to the respective service provided, the equipment shall have a price of zero dollars (\$0.00) as of the date the Contractor receives full payment of the Base Price for the item.

Attachment 2 References for Ongoing MSP:	101, 104.1.1, 104.1.2, 104.2
--	------------------------------

2. Modify Note E of the CLIN Notes as follows:

Replace the sentence "Additionally, the parties agreed to a premium of 10% for MSP 1 and 25% for MSP 2 ordered under CLIN 0023 for OCONUS Japan Sites." with the following: "Additionally, with respect to CLIN 0023 the parties agreed to a premium of ten percent (10%) when the item is acquired simultaneously with the base seat and twenty-five percent (25%) when the item is acquired subsequent to issuance of the order for the base seat for OCONUS Japan Sites."

3. Delete paragraph (d) under 5.9.2.3.2.2 and replace with the following:

(d) All other data seat related CLINs ordered with the data seat (i.e., 0018, 0020, 0021, 0023 (except as noted in this paragraph (d)), 0024, 0025 and, if option is exercised, 0118, 0120, 0121, and 0123-0125) shall be paid at 85% of the CLIN price until the data seat CLIN is paid at 100% of the price. At that time such data seat related CLINs will also be paid at 100% of the CLIN price. Notwithstanding the first sentence of this paragraph (d), the Base Price (Months 1-3) of any CLIN 0023 item will be paid 100% of the Base Price.

A conformed copy of the revised contract is made a part of this modification as a result of the changes outlined herein.

All other terms and conditions of contract N00024-00-D-6000 remain unchanged and in full force and effect.